

RESOLUTION _____

**APPROVING CONTRACT AND BOND
2015 SIDEWALK PROGRAM**

WHEREAS, this Council has awarded the contract for the 2015 Sidewalk Program to All American Concrete, Inc. dated the 22nd day of June, 2015, in the amount of \$149,762.00; and

WHEREAS, this Council has authorized and directed the Mayor and City Clerk to enter into a written contract for this project with said contractor, subject to final approval by this Council; and

WHEREAS, the contract and bond has been examined by this Council;

NOW, THEREFORE, IT IS RESOLVED that:

1. The above contract between the City of Muscatine, Iowa and All American Concrete, Inc. dated the 22nd day of June, 2015, in the amount of \$149,762.00 is approved.
2. The performance bond accompanying such contract, wherein All American Concrete, Inc. appears as principal and United Fire and Casualty appears as surety, is approved.

The original executed contract and performance bond shall be placed on file in the office of the City Clerk.

PASSED, APPROVED AND ADOPTED THIS 22nd DAY OF JULY, 2015.

DeWayne M. Hopkins, Mayor

ATTEST:

Gregg Mandsager, City Administrator

Main Office
319.627.2226 Phone
319.627.7235 Fax

ALL AMERICAN CONCRETE, INC.

1489 Highway 6
West Liberty, IA 52776

Estimating
319.627.2221 Phone
319.627.2227 Fax
aaci@lcom.net E-mail

LETTER OF TRANSMITTAL

TO: Connie Mann
City of Muscatine Public Works Dept.
1459 Washington St.
Muscatine, IA. 52761

PROJECT: City of Muscatine 2015 Sidewalk Program

DATE: 6/26/15

- ☐ SHOP DRAWINGS ☐ PRINTS ☐ PLANS ☐ SPECIFICATIONS
☐ PAYMENT REQUEST ☐ CHANGE ORDER ☐ COPY OF LETTER
☒ OTHER:

COPIES	DATE	NO.	DESCRIPTION
3			Contracts
3			Performance and Payment Bonds

REMARKS:

COPY TO:

SIGNED:


Jodi Simon, Corp. Secretary/Treasurer

**CITY OF MUSCATINE
2015 SIDEWALK PROGRAM
CONTRACT**

THIS AGREEMENT, made and entered into this 22 day of June, 2015, by and between the City of Muscatine, Iowa, party of the first part, hereinafter referred to as the "City" and All American Concrete, Inc., party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH

That the Contractor and the City, for the consideration stated herein, mutually agree as follows:

ARTICLE 1: Statement of work. The contractor shall furnish all supervision, technical, personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services and perform all work required for the construction of the 2015 Sidewalk Program, Muscatine, Iowa, all in strict accordance with the Contract Documents.

ARTICLE 2: The City will pay the contractor for the performance of the contract from funds legally available for that purpose. Payment will be made on the basis of an estimate equal to ninety-five (95) percent of the contract price, including materials, subject to approval of the City Engineer or his authorized representative. The balance of the five (5) percent due to the Contractor will be made not earlier than thirty (30) days from the final acceptance of said work by the City.

The Contractor shall provide a surety bond in the amount of 100% of the contract and shall guarantee the maintenance of the improvement for a period of two (2) years after its completion and acceptance by the City.

The contract shall be completed by September 21, 2015. Liquidated damages of \$500.00 per week day after September 21, 2015 shall be deducted from the contract price if the contractor fails to complete the project by September 21, 2015.

Total Contract Price: \$ 149,762.00.

ARTICLE 3: Contract: The executed contract documents shall consist of the following:

- | | |
|----------------------------|--|
| a. This Agreement | e. Signed Copy of Proposal |
| b. Addenda Number(s) _____ | f. Special Conditions |
| c. Notice to Bidders | g. Detailed Specifications |
| d. Instruction to Bidders | h. Statewide Urban Design and Specifications
Program (SUDAS) 2015 |
| | i. Estimate Reference Notes |

THIS AGREEMENT, together with other documents enumerated in this ARTICLE 3, with said other documents, is as fully a part of the contract as if hereto attached or herein repeated, forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated. Section 1102.7 of the Iowa DOT specifications regarding Disadvantaged Business Enterprises (DBEs) shall not apply to this contract.

IN WITNESS WHEREOF, the parties thereto have caused this AGREEMENT to be executed in triplicate original copies on the date and year first written above.

CITY OF MUSCATINE, IOWA

By: _____
Mayor DeWayne Hopkins

All American Concrete Inc.

CONTRACTOR

By: Jodi Simon
Corp. Sec. / Treas.
TITLE

ATTEST: _____
By: Gregg Mandsager, City Administrator

ATTEST: William J. Simon
President
TITLE

**CITY OF MUSCATINE
2015 SIDEWALK PROGRAM
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CITY OF MUSCATINE, IOWA

By: _____
Mayor DeWayne Hopkins

All American Concrete Inc.
CONTRACTOR

By: Jodi Dunion
Corp. Sec. / Treas.
TITLE

ATTEST: _____
By: Gregg Mandsager, City Administrator

ATTEST: William J. Dunion
President
TITLE

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2015 SIDEWALK PROGRAM
CONTRACT**

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CITY OF MUSCATINE, IOWA

By: _____
Mayor DeWayne Hopkins

All American Concrete Inc.
CONTRACTOR

By: John Simon
Corp. Sec./Treas.
TITLE

ATTEST: _____
By: Gregg Mandsager, City Administrator

ATTEST: William J. Simon
President
TITLE

PERFORMANCE AND PAYMENT BOND

54-203162

KNOW ALL MEN BY THESE PRESENTS THAT, a Principal, hereinafter called the Contractor and

United Fire and Casualty Company

(Here insert the legal title of Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Muscatine, Muscatine County, Iowa as obligee, hereinafter called the Owner, in the amount of One Hundred Forty-Nine Thousand Seven Hundred Sixty-Two Dollars and no cents (\$149,762.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 22, 2015, entered into a Contract with Owner for the

2015 SIDEWALK PROGRAM

in accordance with drawings and specifications prepared by the Department of Public Works, City of Muscatine, Iowa, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then the obligation of this bond shall be null and void; otherwise it shall remain in full force and effect.

A. The Surety hereby waives notice of any alteration by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession or defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

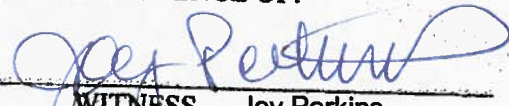
- B. The Contractor and his surety shall be obligated to remedy any defects in workmanship or materials that may develop in the improvements covered by this bond for a period of two (2) years from the date of acceptance of the improvements by the owner.
- C. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
- D. No right of action shall accrue to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the principal and surety shall, in accordance with the provisions of Chapter 573 of the Code of Iowa, pay to all persons, firms or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials furnished in the performance of the contract on account of which this bond is given.

The provisions of Chapter 573, Code of Iowa, are a part of this bond to the same extent as if they were expressly set out herein.

SIGNED AND SEALED THIS 23rd DAY OF June, 2015
A.D. 2015.


IN THE PRESENCE OF:


WITNESS Joy Perkins

All American Concrete, Inc.

PRINCIPAL


Jodi Simon TITLE Treasurer/Secretary


Beth Ambrisco SURETY Attorney-In-Fact
An Iowa Resident Agent
United Fire and Casualty Company



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas, and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint DAVID G. WINEGARDEN, OR TERRY L. McDONALD, OR JEAN A. WILSON, OR JOE WEGMAN, OR BETH AMBRISCO, OR KRISTI NIELSON, OR DIANE SANDERS, OR NICOLE KECK, OR SCOTT ENYART, ALL INDIVIDUALLY OF IOWA CITY IA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of April, 2017 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2015

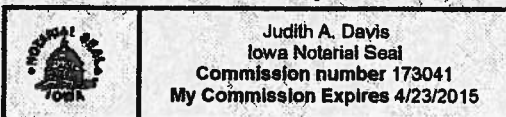
UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:

On 1st day of April, 2015, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
My commission expires: 4/23/2015

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 22nd day of June, 2015

By: *David A. Lange*

Secretary, UF&C
Assistant Secretary, UF&I/FPIC

PERFORMANCE AND PAYMENT BOND

#54-203162

KNOW ALL MEN BY THESE PRESENTS THAT, a Principal, hereinafter called the Contractor and

United Fire and Casualty Company

(Here insert the legal title of Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Muscatine, Muscatine County, Iowa as obligee, hereinafter called the Owner, in the amount of One Hundred Forty-Nine Thousand Seven Hundred Sixty-Two Dollars and no cents (\$149,762.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 22, 2015, entered into a Contract with Owner for the

2015 SIDEWALK PROGRAM

in accordance with drawings and specifications prepared by the Department of Public Works, City of Muscatine, Iowa, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then the obligation of this bond shall be null and void; otherwise it shall remain in full force and effect.

A. The Surety hereby waives notice of any alteration by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession or defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

- B. The Contractor and his surety shall be obligated to remedy any defects in workmanship or materials that may develop in the improvements covered by this bond for a period of two (2) years from the date of acceptance of the improvements by the owner.
- C. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
- D. No right of action shall accrue to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the principal and surety shall, in accordance with the provisions of Chapter 573 of the Code of Iowa, pay to all persons, firms or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials furnished in the performance of the contract on account of which this bond is given.

The provisions of Chapter 573, Code of Iowa, are a part of this bond to the same extent as if they were expressly set out herein.

SIGNED AND SEALED THIS 23rd DAY OF June, 2015
A.D. 2015.

IN THE PRESENCE OF:

Joy Perkins
WITNESS Joy Perkins

All American Concrete, Inc.

PRINCIPAL

Jodi Simon
Jodi Simon TITLE Treasurer/Secretary

Beth Ambrisco
Beth Ambrisco SURETY Attorney-In-Fact
An Iowa Resident Agent
United Fire and Casualty Company



**UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY**

**Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401**

(original on file at Home Office of Company - See Certification)

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their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of April, 2017 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

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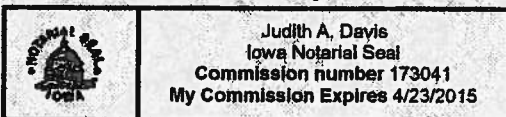
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2015

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:
On 1st day of April, 2015, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
My commission expires: 4/23/2015

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 22nd day of June, 20 15

By: *David A. Lange*

Secretary, UF&C
Assistant Secretary, UF&I/FPIC

PERFORMANCE AND PAYMENT BOND

#54-203162

KNOW ALL MEN BY THESE PRESENTS THAT, a Principal, hereinafter called the Contractor and

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(Here insert the legal title of Surety)

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2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession or defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

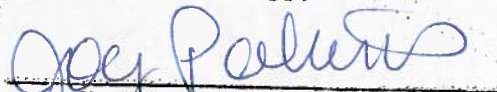
- B. The Contractor and his surety shall be obligated to remedy any defects in workmanship or materials that may develop in the improvements covered by this bond for a period of two (2) years from the date of acceptance of the improvements by the owner.
- C. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
- D. No right of action shall accrue to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the principal and surety shall, in accordance with the provisions of Chapter 573 of the Code of Iowa, pay to all persons, firms or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials furnished in the performance of the contract on account of which this bond is given.

The provisions of Chapter 573, Code of Iowa, are a part of this bond to the same extent as if they were expressly set out herein.

SIGNED AND SEALED THIS 23rd DAY OF June, 2015
A.D. 2015.

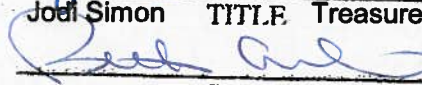
IN THE PRESENCE OF:


WITNESS Joy Perkins

All American Concrete, Inc.

PRINCIPAL


Jodi Simon TITLE Treasurer/Secretary


Beth Ambrisco SURETY Attorney-In-Fact
An Iowa Resident Agent
United Fire and Casualty Company



KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint DAVID G. WINEGARDEN, OR TERRY L. McDONALD, OR JEAN A. WILSON, OR JOE WEGMAN, OR BETH AMBRISCO, OR KRISTI NIELSON, OR DIANE SANDERS, OR NICOLE KECK, OR SCOTT ENYART, ALL INDIVIDUALLY OF IOWA CITY IA

James A. Davis